

Fountain

January 1, 2012 ("Effective Date")
2012 First Data North America
Regional Account Executive Sales Compensation Plan ("Plan")

Commencing on the Effective Date, the Plan is the full cash compensation package (except as outlined in a Participant's separate Company offer letter, if applicable) for services Participant provides to First Data North America, TeleCheck Services, Inc. and/or TRS Recovery Services, Inc. (individually and collectively "Company") during the effective period of this Plan. The Company reserves the right to establish, review and adjust the below goals and payment figures at any time.

A. Base Salary

Participants will be paid a base salary, payable semi-monthly on the 15th and last business day of each month.

Compensation Summary

Goal Category	Payment Frequency
B. New Location Incentive	Monthly
C. Non-Recurring Net Revenue Incentive	Monthly
D. Recurring Revenue Incentive	Monthly
E. Annual Recurring Revenue and Annual P.O.S. Revenue Incentive	Annual
F. Merchant Cash Advance (MCA) Incentive	Monthly

Goal B – New Location Incentive

Number of <u>Bank Card</u> Only New Locations Credit Approved in a given month	Bank Card New Location One-Time Advance
0 to 8 Bank Card New Locations	\$0
9 to 11 Bank Card New Locations	\$125.00 per Credit Approved Bank Card New Location
12 to 15 Bank Card New Locations	\$140.00 per Credit Approved Bank Card New Location
16 or Greater Bank Card New Locations	\$150.00 per Credit Approved Bank Card New Location

Note: New Location incentive for any Credit Approved Bank Card New Location Signed by a Participant may be subject to review by Senior Management, who reserves the right to adjust the New Location incentive based upon pricing secured in the Signed Contract.

- **When earned:** Subject to other terms and conditions noted in the Plan New Location incentive is *not* deemed earned until: 1) after a Participant's Signed Bank Card New Location is Credit Approved; 2) a Participant secures at least nine (9) Credit Approved Bank Card New Locations in a given month; 3) if from the first (1st) through the sixth (6th) full months following the month of Bank Card New Location Credit Approval the Company has received a total of at least \$100.00 in Bank Card Recurring Revenue and/or TeleCheck Achieved Recurring Revenue from the Bank Card New Location; 4) if at the end of the sixth (6th) full month following the month of Bank Card New Location Credit Approval the Bank Card New Location reflects an "active" status in the Company mainframe system; 5) after calculating a given month's capping as outlined below; and 6) after also

calculating adjustments due to recovery of an advance as specified in the Recovery of Advances section of this Plan.

For purposes of calculating the full six-months total Bank Card Recurring Revenue and/or TeleCheck Achieved Recurring Revenue for a Bank Card New Location to determine if the \$100.00 earning requirement is met or not (as outlined above in the "When earned" section number 3), *unbilled* annual and quarterly compliance fee amounts will be credited toward such total even though the actual billings do not fall within the full six-months timeframe outlined above. Specifically for quarterly compliance fees, an amount equivalent to four quarters (an annual amount) will be credited. No more than the sum of four (4) quarterly compliance fee amounts will be credited toward the stated earning requirement for each Bank Card New Location. If a merchant's annual or quarterly compliance fees are cancelled, for any reason, then no credit is applied toward the stated earning requirement.

However, prior to these earning events noted above, the Company will pay, as an advance to Participant, 100% of the Bank Card New Location incentive (as outlined above in the schedule for Goal B) upon Bank Card Credit Approval of each eligible Bank Card New Location Signed by a Participant in a given month.

Recovery of Advances: The Company will deduct from Participant's future incentive payments the advanced Bank Card New Location incentive if the earnings events are not met for Bank Card New Location incentive as specified above. For *each* Bank Card New Location that does not meet the earnings events outlined above, a deduction of the incentive amount advanced will be made (see Incentive Payment Example Three below). In addition, deductions will be made when Participant's number of eligible Bank Card New Locations not meeting the earnings events results in a lower payment tier in the schedule for Goal B outlined above than the payment tier under which Participant was previously advanced payments (see Incentive Payment Example Four below).

- **Subject to cap:** New Location incentive payment is capped at \$1,500 for each Bank Card New Relationship. New Location incentive, if any, for any Bank Card New Locations Credit Approved over the \$1,500 per relationship cap will be reviewed and approved by Senior Management at the time of the Bank Card New Location.
- **Calculation explanation and examples:** Multiply a Participant's Bank Card New Locations secured in a given month by the applicable New Location one-time advance amount outlined above in the schedule for Goal B.

Incentive Payment Example One:

February 2012 Number of Credit Approved Bank Card New Locations: 6

February 2012 Advanced Bank Card New Location Incentive: \$0

Incentive Payment Example Two:

March 2012 Number of Credit Approved Bank Card New Locations: 9

March 2012 Advanced Bank Card New Location Incentive:

$9 \times \$125 = \$1,125$

Incentive Payment Example Three:

March 2012 Number of Credit Approved Bank Card New Locations: 10
 March 2012 Advanced Bank Card New Location Incentive: $10 \times \$125 = \$1,250$

Bank Card New Locations of March 2012 that met the earning events outlined above in September 2012 (i.e. 6 months later): 9

Recovery Incentive Calculation for Eligible Bank Card New Locations in March 2012: $\$1,125$
 $(9 \times \$125 = \$1,125)$

September 2012 Bank Card New Location Recovery Amount: $\$125$
 $(\$1,250 \text{ Advance} - \$1,125)$

September 2012 Total Incentive Opportunity Before Recovery Amount Deduction: $\$980$
 September 2012 Total Incentive With Recovery Amount Deduction: $\$855 (\$980 - \$125)$

Incentive Payment Example Four:

March 2012 Number of Credit Approved Bank Card New Locations: 12
 March 2012 Advanced Bank Card New Location Incentive: $12 \times \$140 = \$1,680$

Bank Card New Locations of March 2012 that met the earning events outlined above in September 2012 (i.e. 6 months later): 9

Recovery Incentive Calculation for Eligible Bank Card New Locations in March 2012: $\$1,125$
 $(9 \times \$125 = \$1,125)$

September 2012 Bank Card New Location Recovery Amount: $\$555$
 $(\$1,680 \text{ Advance} - \$1,125)$

September 2012 Total Incentive Opportunity Before Recovery Amount Deduction: $\$480$
 September 2012 Total Incentive With Recovery Amount Deduction: $\$0$

October 2012 Recovery Amount Carried Over: $-\$75$
 $(\$480 - \$555 = -\$75)$

Goal C – Non-Recurring Net Revenue Incentive

Non-Recurring Net Revenue Incentive - P.O.S.	Paid as outlined in the Senior Management Approved P.O.S. pricing schedules.
Non-Recurring Net Revenue Incentive - Upfront Fees	50% of each dollar of Upfront Fees Invoiced in a given month.

- **When earned – Non-Recurring Net Revenue incentive - P.O.S.:** Subject to other terms and conditions noted in the Plan, Non-Recurring Net Revenue incentive – P.O.S. is *not* deemed earned until after the following occurs: 1) for a Bank Card or TeleCheck P.O.S. equipment Lease, upon the Leasing Company's receipt of the first four (4) months of Lease fee payments from a merchant; and 2) for a Bank Card P.O.S. equipment Sale or TeleCheck P.O.S. Sale (purchase), upon Invoicing; and after 3) calculating adjustments due to recovery of an advance as specified in the Recovery of Advances section of this Plan.
- **When earned – Non-Recurring Net Revenue incentive – Recourse Lease P.O.S. Only:** Subject to other terms and conditions noted in the Plan, Non-Recurring Net Revenue incentive – Recourse Lease P.O.S. is *not* deemed earned until after the following occurs: 1) for a Bank Card or TeleCheck P.O.S. equipment Lease, upon the Leasing Company's receipt of the first twelve (12) months of Lease fee payments from a merchant; and after 2) calculating adjustments due to recovery of an advance as specified in the Recovery of Advances section of this Plan.

However, prior to these earning events noted above, the Company will pay, as an advance to

Participant, 100% of the P.O.S. incentive as follows: 1) upon deployment, for each Bank Card P.O.S. equipment Lease and P.O.S. Sale (purchase) secured by a Participant in a given month; and 2) upon funding, for each TeleCheck P.O.S. equipment Lease secured by a Participant in a given month.

- **When earned – Non-Recurring Net Revenue incentive - Upfront Fees:** Subject to other terms and conditions noted in the Plan, Non-Recurring Net Revenue incentive - Upfront Fees is deemed earned after: 1) Invoicing of Upfront Fees in a given month for a Participant's accounts; and after 2) calculating adjustments due to recovery of an advance as specified in the Recovery of Advances section of this Plan.
- **Calculation explanation – Non-Recurring Net Revenue incentive - P.O.S., including Recourse Leases:** For each deployed Bank Card P.O.S. equipment Lease and Sale (purchase), each funded TeleCheck P.O.S. equipment Lease, and/or each Invoiced TeleCheck P.O.S. equipment Sale (purchase) for a Participant's accounts in a given month, a one-time Non-Recurring Net Revenue - P.O.S. incentive is paid as outlined in the Senior Management approved P.O.S. pricing schedules.
- **Calculation explanation – Non-Recurring Net Revenue incentive - Upfront Fees:** Multiply the Upfront Fee amount Invoiced for a Participant's accounts in a given month by the corresponding commission rate as outlined in the schedule for Goal C.

Goal D – Recurring Revenue Incentive

Year of Calculation	<u>Net Bank Card Recurring Revenue Commission Rate</u>	<u>TeleCheck Achieved Recurring Revenue Commission Rate</u>
1 st	30%	20%
2 nd	18%	10%
3 rd	8%	4%

Recurring Revenue Incentive Payment Modifier Schedule:

<u>Monthly, Rolling 13-Month Total Revenue <u>Less</u> COGS Quota Achievement for a Given Month</u>	<u>Net Bank Card Recurring Revenue and TeleCheck Achieved Recurring Revenue Incentive Payment Modifier</u>
85.00% or Greater	100%
84.99% or Less	Percent Equal to Percent of Quota Achievement

Recurring Revenue Incentive Payment Modifier Rolling 13-Month Total Revenue Less COGS Monthly Quota:

	<u>Applicable Quota Months 4 Through 12</u>
<u>Rolling 13-Month Total Revenue Less COGS Monthly Quota</u>	\$111,826

Recurring Revenue Incentive Payment Modifier True Up 2012 Rolling 13-Month Total Revenue Less COGS Nine (9) Month Quota:

	<u>Nine (9) Month Quota for Goal D True Up Purposes Only</u>
<u>April 1, 2012 through December 31, 2012</u>	
<u>Rolling 13-Month Total Revenue Less COGS Nine Month Quota</u>	\$1,006,434

- **When earned - Net Bank Card Recurring Revenue incentive:** Subject to other terms and conditions noted in the Plan, Net Bank Card Recurring Revenue incentive is deemed earned after: 1) calculating a Participant's Net Bank Card Recurring Revenue from a Participant's Credit Approved Bank Card New Locations for a given month; 2) calculating a given month's capping and modification as outlined below; and after 3) calculating adjustments due to recovery of an advance as specified in the Recovery of Advances section of this Plan.

Net Bank Card Recurring Revenue is defined as the result of the following calculation: Bank Card Recurring Revenue minus the following deductions: 1) a floor of 8 basis points (8 bp) of MasterCard and Visa net processing sales volume; and 2 if: a) the Bank Card New Location is from an existing Bank Partner Lead, another Partner Lead or a Specified RSA Bank (self-sourced or existing partner lead), 15% from the Bank Card Recurring Revenue; or b) if the Bank Card New Location is not from an existing Bank Partner Lead, another Partner Lead or a Specified RSA Bank, 5% from the Bank Card Recurring Revenue.

Exclusively for accounts with a Signed sales volume of \$10,000,000 or greater, a floor of 4 basis points (4 bp) of MasterCard and Visa net processing sales volume will be deducted in the Net Bank Card Recurring Revenue calculation. Qualifications for the \$10,000,000 or greater Signed sales volume 4 bp floor calculation may include, but are not limited to:

- Bank Card New Relationships Signed in the Plan Year (2012) whose multiple Bank Card Locations collectively have a Signed sales volume of \$10,000,000 or greater.
- An additional Bank Card Location Signed in the Plan Year (2012) with a Signed sales volume of \$10,000,000 or greater.
- An additional Bank Card Location Signed in the Plan Year which along with Bank Card Locations Signed prior to the Plan Year have an aggregate Signed sales volume of \$10,000,000 or greater.

Net Bank Card Recurring Revenue Example One:

A Bank Card New Location is secured from a *Bank Partner Lead*. The net processing sales volume for this Bank Card merchant is \$300,000 and the Bank Card Recurring Revenue is \$2,000. The Net Bank Card Recurring Revenue is calculated as follows:

$$\begin{aligned} & \$2,000 - (\$300,000 \times 0.08\%) - (\$2,000 \times 15\%) \\ & \$2,000 - \$240 - \$300 = \$1,460 \text{ Net Bank Card Recurring Revenue} \end{aligned}$$

Net Bank Card Recurring Revenue Example Two:

A Bank Card New Location is secured from an entity that is not a *Bank Partner Lead* or another *Partner Lead*. The net processing sales volume for this Bank Card merchant is \$300,000 and the Bank Card Recurring Revenue is \$2,000. The Net Bank Card Recurring Revenue is calculated as follows:

$$\begin{aligned} & \$2,000 - (\$300,000 \times 0.08\%) - (\$2,000 \times 5\%) \\ & \$2,000 - \$240 - \$100 = \$1,660 \text{ Net Bank Card Recurring Revenue} \end{aligned}$$

- **When earned - TeleCheck Achieved Recurring Revenue incentive:** Subject to other terms and conditions noted in the Plan, TeleCheck Achieved Recurring Revenue incentive is deemed earned after: 1) calculating a Participant's TeleCheck Achieved Recurring Revenue from a Participant's Installed TeleCheck New Locations for a given month; 2) calculating a given month's capping and modification as outlined below; and after 3) calculating adjustments due to recovery of an advance as specified in the Recovery of Advances section of this Plan.

- Subject to cap - Net Bank Card Recurring Revenue incentive: For each Bank Card New Relationship, an aggregate Net Bank Card Recurring Revenue incentive payment cap of \$20,000 is applicable within the Plan Year. At the beginning of each calendar year (January 1), measurement of aggregate Net Bank Card Recurring Revenue incentive for a specific Bank Card New Relationship is reset to \$0, and only capped if greater than \$20,000 in Net Bank Card Recurring Revenue incentive is earned by a Participant within the given calendar year.
- Subject to cap - TeleCheck Achieved Recurring Revenue incentive: For each TeleCheck Merchant Relationship, an aggregate TeleCheck Achieved Recurring Revenue incentive payment cap of \$20,000 is applicable within the Plan Year. At the beginning of each calendar year (January 1), measurement of aggregate TeleCheck Achieved Recurring Revenue incentive for a specific TeleCheck Merchant Relationship is reset to \$0, and only capped if greater than \$20,000 in TeleCheck Recurring Achieved Revenue is earned by a Participant within the given calendar year.
- Subject to Rolling 13-Month Modifier and Plan Year end true up: Net Bank Card Recurring Revenue and/or TeleCheck Achieved Recurring Revenue incentive payments for accounts Signed from January 1, 2009 through December 31, 2012 will continue to be subject to modification. Commencing April 2012 or quota month four (4), a Participant's actual Rolling 13-Month Total Revenue Less COGS for a given month is divided by the Recurring Revenue incentive payment modifier Rolling 13-Month Total Revenue Less COGS quota for the same month (as outlined above in the Goal D schedule). If the resultant percentage is equal to or greater than 85.00%, then Net Bank Card Recurring Revenue and/or TeleCheck Achieved Recurring Revenue incentive payments calculated for a given month, if any, are multiplied by 100%. If the resultant percentage is less than 85.00%, then Net Bank Card Recurring Revenue and/or TeleCheck Achieved Recurring Revenue incentive payments calculated for a given month, if any, are multiplied by the resultant percentage.

Actual Rolling 13-Month Total Revenue Less COGS is the sum of actual Total Revenue Less COGS generated from all of a Participant's Contracts for merchants Signed twelve (12) months prior to a given month in the Plan Year through the same month in the Plan Year. For example, a Participant's May 2012 Rolling 13-Month Total Revenue Less COGS amount is the sum of actual Total Revenue Less COGS, if any, from accounts Signed by the Participant May 2011 through May 2012.

During the period from April 2012 through December 2012, monthly true ups are not applicable. However, if at the end of the Plan Year (December 31, 2012), the sum of April 1, 2012, through December 31, 2012 Total Revenue Less COGS quota achievement (see schedule above) is equal to or greater than 85.00%, then Net Bank Card Recurring Revenue and/or TeleCheck Achieved Recurring Revenue incentive payments are true up to the amount equal to 100% of Net Bank Card Recurring Revenue and/or TeleCheck Achieved Recurring Revenue incentive payments for the time period from April 2012 through the end of the Plan Year (December 31, 2012).

For Participants whose commencement of employ with the Company or transfer into participation as a Plan Participant was/is January 1, 2011 or later, Net Bank Card Recurring Revenue and/or TeleCheck Achieved Recurring Revenue incentive payments are not subject to modification. (For example, if a Plan Participant was employed with the Company on November 15, 2011, this Participant's Net Bank Card Recurring Revenue and/or TeleCheck Achieved Recurring Revenue incentive payments will not be modified until 2013.)

- **Calculation explanation – Recurring Revenue incentive:** Multiply a Participant's eligible Net Bank Card Recurring Revenue and TeleCheck Achieved Recurring Revenue generated in a given month by the applicable commission rate outlined above in the schedule for Goal D.

Goal E – Annual Recurring Revenue and Annual P.O.S. Revenue Incentive

Annual Recurring Revenue Incentive Requirements:	One-Time Commission Rate:
Up to \$150,000 Annual Recurring Revenue	0.0%
Above \$150,000 Annual Recurring Revenue	30.0% of Annual Recurring Revenue Achieved Over \$150,000 for the Plan Year

Annual P.O.S. Revenue Incentive Requirements:	One-Time Commission Rate:
Up to \$50,000 Annual P.O.S. Revenue	0.0%
Above \$50,000 Annual P.O.S. Revenue	20.0% of Annual P.O.S. Revenue Achieved Over \$50,000 for the Plan Year

- **When earned – Annual Recurring Revenue:** Subject to other terms and conditions noted in the Plan, Annual Recurring Revenue incentive is deemed earned after: 1) a Participant's achievement of greater than \$150,000 in Invoiced Annual Recurring Revenue for the Plan Year; 2) calculating the Annual Recurring Revenue capping as outlined below; 3) provided that the Participant is a Plan Participant on December 31, 2012; and after 4) calculating adjustments due to recovery of an advance as specified in the Recovery of Advances section of this Plan.
- **When earned – Annual P.O.S. Revenue:** Subject to other terms and conditions noted in the Plan, Annual P.O.S. Revenue incentive is deemed earned after: 1) a Participant's achievement of greater than \$50,000 in Invoiced Annual P.O.S. Revenue for the Plan Year; 2) calculating the Annual P.O.S. Revenue capping as outlined below; 3) provided that the Participant is a Plan Participant on December 31, 2012; and after 4) calculating adjustments due to recovery of an advance as specified in the Recovery of Advances section of this Plan.

Note: Annual P.O.S. Revenue is defined as revenue from the following Invoiced within the Plan Year: 1) P.O.S. Sales; 2) P.O.S. Leases; 3) Recourse Leases; and less cost of goods sold (COGS).

- **Subject to cap – Annual Recurring Revenue:** Through the end of the Plan Year, for each Bank Card New Relationship or for each TeleCheck Merchant Relationship, an Annual Recurring Revenue quota credit (the value applied toward a Participant's Annual Recurring Revenue quota achievement) cap of \$135,000 is applicable. A single merchant's (Bank Card or TeleCheck) Annual Recurring Revenue sum is only capped at \$135,000 Annual Recurring Revenue quota credit if greater than \$135,000 in Annual Recurring Revenue is generated from the single merchant through the end of the Plan Year.
- **Subject to cap – Annual P.O.S. Revenue:** Through the end of the Plan Year, for each Bank Card New Relationship or for each TeleCheck Merchant Relationship, an Annual P.O.S. Revenue quota credit (the value applied toward a Participant's Annual P.O.S. Revenue quota achievement) cap of \$25,000 is applicable. A single merchant's (Bank Card or TeleCheck) Annual P.O.S. Revenue sum is only capped at \$25,000 Annual P.O.S. Revenue quota credit if greater than \$25,000 in Annual P.O.S. Revenue is generated from the single merchant through the end of the Plan Year.

- October 1, 2011 through December 31, 2011 Signed Accounts: Exclusively for accounts Signed between October 1, 2011 and December 31, 2011 with actual annual Bank Card net processing sales volume and/or TeleCheck chargeable volume of \$1,000,000 or greater in the Plan Year (2012), actual Annual Recurring Revenue from these select accounts will be credited toward the Participant's Annual Recurring Revenue incentive payment calculation. In order to qualify for such Annual Recurring Revenue credit and subject to all other terms and conditions of this Plan, a Participant's eligible accounts must be "active" on the mainframe system at the end of the Plan Year (December 31, 2012).
- Calculation explanation – Annual Recurring Revenue: At the end of the Plan Year, if a Participant achieves greater than \$150,000 in Annual Recurring Revenue, then the Participant's Annual Recurring Revenue achieved in excess of \$150,000 is multiplied by the applicable, single commission rate as outlined in the schedule above for Goal E.
- Calculation explanation – Annual P.O.S. Revenue: At the end of the Plan Year, if a Participant achieves greater than \$50,000 in Annual P.O.S. Revenue, then the Participant's Annual P.O.S. Revenue achieved in excess of \$50,000 is multiplied by the applicable, single commission rate as outlined in the schedule above for Goal E.

Goal F – Merchant Cash Advance (MCA) Incentive

MCA Upfront Net Revenue Incentive	Commission Rate: 10% of the estimated Net Revenue for each MCA Sale secured
MCA Actual Net Revenue Incentive	Commission Rate: 10% of Net Revenue received monthly by the Company for each MCA Sale

- When earned - MCA Upfront Net Revenue incentive: Subject to other terms and conditions noted in the Plan, MCA Upfront Net Revenue incentive is deemed earned after: 1) a Participant's MCA Sale resulting in a merchant's MCA Sale Funding of their advance in a given month; and after 2) calculating adjustments due to recovery of an advance as specified in the Recovery of Advances section of this Plan.
- When earned - MCA Actual Net Revenue incentive: Subject to other terms and conditions noted in the Plan, MCA Actual Net Revenue incentive is deemed earned after: 1) the Company's receipt of proceeds in a given month for the MCA Sales secured by a Participant; and after 2) calculating adjustments due to recovery of an advance as specified in the Recovery of Advances section of this Plan. A Participant will receive MCA Actual Net Revenue incentive until the earlier of: 1) the final MCA Repayment Amount is realized at the specified end of the MCA Repayment Period; 2) twenty-four (24) months from the date the first monthly payment proceeds is received by the Company; or 3) the date on which the Participant ceases participation in this Plan.

Senior Management reserves the right to determine MCA Upfront Net Revenue incentive and/or MCA Actual Net Revenue incentive if standard pricing is not used for an MCA Sale.

- Calculation explanation - MCA Upfront Net Revenue incentive: Multiply the estimated net revenue for each MCA Sale secured by a Participant in a given month by the commission rate outlined in the schedule for Goal F.

- **Calculation explanation - MCA Actual Net Revenue incentive:** Multiply eligible, actual monthly net revenue received by the Company in a given month from a Participant's MCA Sales by the commission rate outlined in the schedule for Goal F.

New Hire Bonus

New Hire Month of Participation in the Plan	New Hire Bonus
1 st Month	\$1,500
2 nd Month	\$1,500
3 rd Month	\$1,500

New Hire Participants will receive a bonus each month as outlined above during their first three (3) months from the date of becoming a New Hire. New Hire bonuses are payable monthly on the 15th business day of each month commencing the month following the calendar month in which a Participant becomes a New Hire. New Hire bonuses will be paid until the earlier of: 1) three (3) months from the date of becoming a New Hire Participant in this Plan as outlined above; 2) the termination or modification of the Plan; or 3) the date on which the Participant ceases participation in this Plan. Each month, eligible New Hire Participant's are paid the New Hire Bonus in addition to any incentive earned in this Plan for a given month.

Pre-January 1, 2012 Incentive

Unless otherwise specified in this Plan (i.e. Recurring Revenue incentive modification), Participant will also be eligible to earn incentive on accounts secured prior to January 1, 2012 ("Pre-January 1, 2012 Account"). Pre-January 1, 2012 Account incentive is calculated by applying the plan provisions in effect at the time of such account's Contract Signing (for purposes of this paragraph only, referred to as "Prior Plan"). Pre-January 1, 2012 Account incentive will be paid the earlier of: 1) within 60 days following the end of a specified payment timing period; or 2) on or before March 15th following the Plan Year. The incentive payment increments, Participant's ability to earn Pre-January 1, 2012 Account incentive, and the basis for calculating Pre-January 1, 2012 Account incentive will only be applicable until the earlier of: 1) the final incentive payment increment as specified in the Prior Plan's applicable schedule occurs; 2) the termination or modification of this Plan; or 3) the date on which the Participant ceases participation in this Plan.

AMI Pre-February 19, 2011 Incentive

Participants will be eligible to earn AMI Net Revenue incentive on accounts secured prior to February 19, 2011 ("AMI Pre-February 19, 2011 Account"). AMI Pre-February 19, 2011 Account incentive is calculated by applying the plan provisions in effect at the time of such account's Advance Me Sale Funding (for purposes of this paragraph only, referred to as "Pre-February 19, 2011 Plan"). AMI Pre-February 19, 2011 Account incentive will be paid the earlier of: 1) within 60 days following the end of a specified payment timing period; or 2) on or before March 15th following the Plan Year. The incentive payment increments, Participant's ability to earn AMI Pre-February 19, 2011 Account incentive, and the basis for calculating AMI Pre-February 19, 2011 Account incentive will only be applicable until the earlier of: 1) the final incentive payment increment as specified in the Pre-February 19, 2011 Plan's applicable schedule occurs; 2) the termination or modification of the Plan; or 3) the date on which the Participant ceases participation in the Plan.

Recovery of Advances

The Company will deduct from Participant's future incentive payments any advanced incentive if the earnings events are not met for an advanced incentive as specified in the When Earned section of each component within this Plan. In cases requiring recovery of an advance under this Plan, the amount of advanced incentive to be recovered will be deducted from any future incentives and the balance carried over to future consecutive incentive pay periods until the balance of the advanced incentive amount is zero. By signing the Plan Acknowledgment, Participant expressly agrees to and authorizes the Company's recovery of any previously paid advances consistent with the Plan provisions.

Payment Timing

Incentive payments will be paid within sixty (60) days following the end of a given incentive payment frequency (e.g. month, quarter and/or the Plan Year) as specified in this Plan. All incentive payments earned as set forth in this Plan will be paid on or before March 15th following the Plan Year.

Senior Management Discretion

At any time and within the Company's sales plan governance process and exception guidelines, Senior Management has the sole discretion to modify or amend for any reason on a case-by-case basis the following, but not limited to; 1) sales crediting; 2) incentive payment mechanisms (e.g. commission rates, bonus scales, capping etc.); 3) Participant's incentive payment; 4) prorated quotas and/or incentive targets for Participants commencing participation in the Plan after commencement of Plan Year; and/or 5) Plan Definitions.

Incentive Calculation Examples

Calculation examples contained within this Plan are for illustrative purposes only and any target incentives, quotas and payments are not necessarily reflective of a Participant's actual target incentive, quota or payment.

Pilot Programs

Sales incentive eligibility for pilot programs, defined as a client trial or test of Company products/services, is determined at the sole discretion of Senior Management and is subject to review on a case-by-case basis.

2012 Rules of Engagement

General sales compensation and administration guidelines applicable to this Plan are outlined in the 2012 Rules of Engagement document. This document is distributed separate from this Plan, and a copy can be obtained from the Participant's manager.

Payment For Business-Related Expenses

The Company will compensate Participant for business-related expenses in accordance with and subject to the guidelines set forth by Senior Management. In addition, business-related expenses will be reimbursed in accordance with the Company's Global Expenditure Travel and Expense Policy located on FirstWeb. Participants are responsible for reviewing this Policy and may obtain a copy via FirstWeb or by contacting Human Resources. Participants are responsible for tracking their business-

related expenses and maintaining records (e.g. receipts). Compensable expenses may include, but are not limited to, mileage necessarily and directly incurred for Company business purposes.

Definitions

See Appendix A which is incorporated in this Plan by reference.

Other Terms and Conditions

Participants will be eligible to earn the above compensation, subject to the terms and conditions outlined below and elsewhere in this Plan. Compensation cannot be earned under the Plan unless and until all terms and conditions have been fulfilled and no term or conditions disqualify Participant from earning or receiving compensation. Unless otherwise requested by the Participant, all compensation will be direct deposited (via ACH) into the checking or savings account the Participant selects.

1. **Effective Date:** This Plan is effective commencing on the Effective Date and will continue to be effective unless otherwise terminated by Senior Management. This Plan cancels, supercedes and replaces all previous compensation plans or arrangements (either verbal or written) in which Participant previously participated. Except as expressly provided in the Plan, no compensation will be payable under this Plan for any services Participant rendered to the Company prior to the Effective Date of this Plan.

For individuals who become a Participant in this Plan during the Plan Year but after the commencement of the Plan's Effective Date ("New Participant"), Senior Management may, in its sole discretion prorate certain components of this Plan for New Participants including, but not limited to, quotas and target incentives.

2. **Eligibility:** Only those individuals who are Participants, as defined in the Plan, are eligible to receive compensation under the Plan. No employee has the right to or is guaranteed the right to participate in this Plan by virtue of being an employee or by filling any specific position within the Company or its affiliates. Selection for and continued participation in the Plan is within the sole discretion of Senior Management. The Company may terminate any Participant's participation in the Plan for any reason and at any time. Participants who transfer to another position not eligible for compensation under this Plan will no longer be eligible to receive compensation under this Plan.

3. **Plan Changes:** The Company may modify, suspend, amend, or terminate the Plan, including its attachments or other documents referenced in the Plan, in whole or in part, at any time and without consent by Participants. The Company specifically reserves the right to change the Plan in a manner that may modify or eliminate the amount of payment of compensation of any type, including commissions, that may otherwise be payable under this Plan. No employee or agent of the Company, other than Senior Management, may modify, suspend, amend, or terminate this Plan, including any attachments, in any form. To be effective, any modification, suspension, or amendment of the Plan, including its attachments, must be authorized in writing by Senior Management or his or her designee.

4. **Termination from Participation in Plan:** If Participant's employment is terminated (either voluntarily or involuntarily) for any reason or if Participant's participation in this Plan is otherwise terminated, he or she will: 1) no longer be a Participant in the Plan; 2) only be eligible to receive compensation up to and including his or her effective date of termination, provided such compensation is then earned according to Plan; and 3) not be eligible to earn any compensation after his or her effective date of termination from employment and/or participation in this Plan, including any

commissions. Participant's final compensation payments will be paid via the payment method Participant used in the pay period immediately preceding his or her effective date of termination (typically direct deposit). Except as expressly provided in the Plan or in a document signed by Senior Management or his or her designee, no Participant will receive prorated payment for any compensation that is calculated and paid out annually, quarterly, or for a period longer than one month. For purposes of payment under this Plan, Participant's "effective date of termination" from employment and/or participation in this Plan will be determined in the Company's sole discretion.

5. Disqualification from Compensation: A Participant's compliance with the Company's Code of Conduct and all other policies, rules and procedures are conditions precedent to earning and vesting in payments set forth in the Plan. Participants are expected to conduct themselves in an ethical manner at all times while performing services under this Plan and to abide by all company policies, including the First Data Code of Conduct. Participants who: 1) engage in misrepresentation; fraud, dishonesty, or other unethical behavior; 2) violate any other company policy, including First Data's Code of Conduct; or 3) fail to comply with any applicable booking, pricing, sales or other similar policies may not be entitled to receive compensation or credit that would otherwise be earned under this Plan. In addition, Participants may be subject to disciplinary action, up to and including immediate termination of employment.

6. Interpretation and Administration: Senior Management will have the sole and absolute discretion to interpret and administer this Plan. In addition, Senior Management will have the final, sole and binding decision-making authority with respect to this Plan. Plan commitments or interpretations (oral or written) by anyone other than Senior Management are invalid and will have no effect on the policies, terms and conditions, and procedures set forth in the Plan.

7. Split or Multiple Sales Credit: The Company may require Participant to *split* sales credit for a given sale with another employee(s) whose efforts, in the Company's sole discretion, contributed to securing such sale. The Company may award *multiple* sales credit for a given sale to employees other than Participant whose efforts, in the Company's sole discretion, contributed to securing such sale. In either case, the amount of compensation, if any, due to split or multiple sales crediting will be determined on a case-by-case basis at the Company's sole discretion.

8. Leave of Absence. During a leave of absence, the following apply.

- (a) Compensation In General: Except as expressly provided otherwise in this Plan or under Company policy, all compensation or any payment for business-related expenses will cease during a leave of absence. Notwithstanding the above, any unpaid compensation earned prior to the commencement of or during the leave of absence may be paid during the leave of absence.
- (b) Receipt of Company/State Disability Benefit or Workers Compensation Payments: In the event Participant is receiving disability benefits pursuant to the Company benefit plans (e.g. short-term disability), or state paid disability programs and/or is receiving payments pursuant to state workers compensation law, payment under this Plan will be coordinated with benefits received so that the Participant is not receiving duplicate payments.
- (c) Performance Goals: Performance goals, including quotas and incentive targets, set forth in the plan or in its attachments may be adjusted during an approved leave of absence.

9. Governing Law: Colorado state law governs the validity, construction, interpretation, administration and effect of this Plan, and rights relating to the Plan will be governed by the substantive laws, but not the choice of law rules, of the state of Colorado.

10. Discrepancies or Disputes: All Participants who claim there is a discrepancy in any pay received under this Plan or who otherwise dispute any payment under this Plan should submit a written dispute for review (compensation discrepancy forms and processes vary by business unit). In the event Participant does not receive a satisfactory response within 15 days from the date on which the written dispute was submitted, Participant must submit his or her written dispute, within five days, to Senior Management. Senior Management's decision regarding the dispute will be final and binding on the Participant or person claiming payment under the Plan. Unless otherwise specified by law, exhaustion of the remedies set forth in this paragraph is a requirement under the Plan, and its remedies are sole and exclusive for disputes relating to the Plan. Participant must submit all written disputes or discrepancies for review (regarding discrepancies in any incentive pay received under this Plan) within 120 days following the date of the incentive payment in question.

11. Windfalls: The Company may review the Plan from time to time and may make adjustments to ensure payout amounts, payout criteria, and calculation methods are consistent with the Company's goals and objectives. The Company will have the sole discretion to determine whether payment in a given case would constitute a "windfall", whether payments will be made to any Participant for such windfall, and the amount of such payment, if any. Windfalls generally will be defined as events that otherwise would be compensable under this Plan but which resulted from little or no activity by the Participant. House accounts generally will be considered "windfalls".

12. Funding: This Plan is unfunded and the payment of compensation under the Plan will be subordinate to claims of the Company's general creditors.

13. Records and Company Property: Participants must keep records of their work as the Company directs and in the manner which the Company directs. Failure to do so may result in disciplinary action, including termination. Participant will, at any time during his or her employment per the Company's request, and immediately upon the termination of his or her employment, return to the Company any and all Company property, including laptops, and will not retain duplicates of the same. Company's customer lists, prospect lists, prospect and marketing research materials, technical information, business information and plans and manner of conducting business, price lists, employee list and information, and similar information are some examples of confidential and/or trade secrets or proprietary information of Company and may only be used for the benefit of the Company. Participant may not disclose any such information to any outside party at any time during or following employment, except as expressly authorized by the Company.

14. Prior Employer: It is the Company's policy to observe and instruct its employees to observe any nonsolicitation, confidentiality, or other similar agreement employees may be bound by as a result of their prior employment with other companies.

15. Other Incentive Plans: Except as expressly provided in a written supplement to this Plan, Participants in this Plan are excluded from participation in all other First Data incentive plans, including the annual First Data Corporation bonus plan.

16. Nebraska Provision: Notwithstanding anything to contrary in this Plan, if a Participant: 1) is in Nebraska; 2) commences employment prior to this Plan's Effective Date; and 3) ceases

participation in this Plan within 90 days of its Effective Date, then all terms and conditions of the Company's prior annual compensation plan will govern payment for any compensation components existing in such prior annual plan. For any compensation component(s) in this Plan which did not exist in the prior annual plan, the terms and conditions of this Plan will govern payment for such new compensation component(s).

17. Other Provisions: Any terms and conditions or other items not addressed above or elsewhere in the Plan will be determined in the Company's sole discretion.

Appendix A

Core Definitions

- **Plan Year:** A time period of twelve (12) consecutive months commencing on January 1 and ending December 31.
- **Senior Management:** The group consisting of the designated senior Sales, Finance and Human Resources management.

Business Entity Definitions

- **Activated Tempus PaymentMate Sale:** As reported in the weekly report sent from Tempus PaymentMate to the Company, an account generated from a Participant's Tempus PaymentMate Referral with an "Activated" status. Activation is defined as the date Tempus PaymentMate product/services are activated at a merchant's location.
- **Advance Amount:** The amount of the cash advance that a merchant receives from a specific MCA Sale.
- **Annual P.O.S. Revenue:** For the exclusive purpose of calculating Goal G, revenue from the following Invoiced within the Plan Year: 1) P.O.S. Sales; 2) P.O.S. Leases; 3) Recourse Leases; and *less* cost of goods sold (COGS).
- **Annual Recurring Revenue:** For the exclusive purpose of calculating Goal G, the sum of the following Invoiced within the Plan Year: 1) Bank Card Recurring Revenue; 2) TeleCheck Achieved Recurring Revenue; and 3) other ancillary product/service recurring revenue as specified by Senior Management (e.g. MCA net revenue, etc.).
- **Bank Card Activation:** A Bank Card New Location processing one batch at or above \$20.01 in the Plan Year. Senior Management reserves the right to review Bank Card New Locations that do not generate a batch at or above \$20.01 in the Plan Year on a case-by-case basis and, in its sole discretion, determine if there are extenuating circumstances warranting such Bank Card New Locations to be deemed Activated.
- **Bank Card New Location:** A new Bank Card merchant location that is Credit Approved.
- **Bank Card New Relationship:** A Credit Approved, Bank Card merchant account that generally has a unique tax ID. Merchant accounts "chained" the in the Company system to another account are credited as a single (one) Bank Card New Relationship, not as two (2) Bank Card New Relationships. An additional location does not qualify as a New Relationship.
- **Bank Card Recurring Revenue:** All revenue from eligible Bank Card New Locations that are Credit Approved and not declined within the Plan Year and that is Invoiced on a recurring basis, including, but not limited to: 1) Achieved DIA; 2) Discover recurring net revenue; 3) American Express recurring net revenue; 4) Debit recurring net revenue; 5) annual or quarterly compliance fees; 6) Statement Fees; 7) Minimums and other Fee sequence driven revenue items; 8) Gift Card net revenue; 9) Wright Express Full

Acquiring (WEX) customer usage net revenue; 10) Merchant eCommerce Toolkit (McT) customer usage net revenue; 11) Revenue Adjustments; and 12) other net revenue from third parties specified by Senior Management; and less cost of goods including, but not limited to: 1) interchange fees; 2) assessment fees; and 3) other network and association fees. Bank Card Recurring Revenue specifically excludes monthly PCI non-compliance/validation fees. Only Bank Card New Relationships that are secured within the Plan Year (January 1, 2012 through December 31, 2012) are eligible for Gift Card entitlement (product code #30 in the Company's mainframe system) Bank Card Recurring Revenue credit.

- **Contract Signing (Signing):** A client's signature is executed on an agreement approved and signed by a representative from the Company's Senior Management or their designee.
- **Credit Approved:** A status "16" in the mainframe.
- **Installation (Installed):** The date that a TeleCheck New Location runs its first transaction and/or the date that a TeleCheck New Location's status in TUMSS changes from "Status W" to "Status A" and a corresponding date is auto populated into the Installation date field in TUMSS.
- **Invoice (Invoicing, Invoiced):** The date that the bill for the current month is transmitted to a merchant.
- **Lease:** A merchant's executed P.O.S. equipment agreement utilizing First Data Global Leasing. TeleCheck Revenue Adjustments, in a given month, if any, are applicable to Leases.
- **MCA:** The Company's Merchant Cash Advance products/services.
- **MCA Credit Approved:** A merchant's application is accepted by MCA for a cash advance.
- **MCA New Deal:** A MCA Sale to a merchant that is not currently a MCA customer or customer affiliate of the Company, nor has been a customer or customer affiliate of the Company within the previous twelve (12) consecutive months.
- **MCA Renewal:** The renewal of a MCA Sale to a merchant that is an existing customer with a Contract for MCA products/services.
- **MCA Repayment Amount:** For a specific MCA Sale secured by a Participant, the total amount received over the MCA Repayment Period by MCA, inclusive of the Advance Amount and the designated markup amount.
- **MCA Repayment Period:** The period of time specified in the MCA contract over which a merchant repays the Repayment Amount.

- **MCA Sale:** A contract for a Company MCA Credit Approved merchant is secured with standard pricing. MCA Sales must accompany a Bank Card account (TeleCheck accounts are not eligible).
- **MCA Sale Funding:** The date on which MCA has sent the MCA Sale funds to a merchant's DDA account. This date is reflected as "Purchase Date" on the Company's OneStar reporting.
- **Money Network™:** Exclusively, the Company's Money Network™ line of products/services.
- **Money Network™ Active Card:** A Money Network™ Payroll Distribution Service card from the Fastrack program with a "FUNDED" (active) status, as reported in the Company's One Star system.
- **Money Network™ Revenue:** A fixed, monthly Money Network™ fees revenue proxy of \$10.00 per Money Network™ Active Card secured within the Plan Year.
- **Net Bank Card Recurring Revenue:** The result of the following calculation: Bank Card Recurring Revenue minus the following deductions: 1) a floor of 8 basis points (8 bp) of MasterCard and Visa net processing sales volume; and 2 if: a) the Bank Card New Location is from an existing Bank Partner Lead, another Partner Lead or a Specified RSA Bank (self-sourced or existing partner lead), 15% from the Bank Card Recurring Revenue; or b) if the Bank Card New Location is not from an existing Bank Partner Lead, another Partner Lead or a Specified RSA Bank, 5% from the Bank Card Recurring Revenue.

Exclusively for accounts with a Signed sales volume of \$10,000,000 or greater, a floor of 4 basis points (4 bp) of MasterCard and Visa net processing sales volume will be deducted in the Net Bank Card Recurring Revenue calculation. Qualifications for the \$10,000,000 or greater Signed sales volume 4 bp floor calculation may include, but are not limited to:

- Bank Card New Relationships Signed in the Plan Year (2012) whose multiple Bank Card Locations collectively have a Signed sales volume of \$10,000,000 or greater.
- An additional Bank Card Location Signed in the Plan Year (2012) with a Signed sales volume of \$10,000,000 or greater.
- An additional Bank Card Location Signed in the Plan Year which along with Bank Card Locations Signed prior to the Plan Year have an aggregate Signed sales volume of \$10,000,000 or greater.

New Hire: A Plan Participant whose participation commencement date in this Plan (either through commencement of employ with the Company or transfer into participation as a Plan Participant) is within the Plan Year. New Hire excludes Participants transferring from an Associate Account Executive position or a temporary assignment or pilot program (e.g. Advanced Product Specialist temporary assignment) within the Company, unless otherwise specified at the sole discretion of Senior.

Management.

- **Non-Recurring Net Revenue:** All revenue that is not Invoiced on a recurring basis, including, but not limited to: 1) P.O.S. Sale revenue; 2) Upfront Fees; 3) P.O.S. Leases; 4) Recourse Leases; and less cost of goods sold (COGS).
- **Participant:** An employee of the Company: 1) whom the Company has selected to participate in the Plan; 2) executes an Acknowledgment form (attached); and 3) who performs the duties required of a functional First Data North America Regional Account Executive.
- **P.O.S.:** Point of sale.
- **P.O.S. Sale:** The Invoicing of P.O.S. equipment to a Bank Card or TeleCheck merchant account, including both new and existing merchant accounts and additional merchant locations. P.O.S. Sales include additional outlet P.O.S. equipment. Revenue Adjustments in a given month, if any, are applicable to P.O.S. Sales.
- **Recourse Lease:** A Lease in which the Company agrees to refund (buyback) the revenue paid by First Data Global Leasing (FDGL) should an identified high credit risk merchant default on the Lease at any time and for any reason during the first twelve (12) months of Lease fee payments. Default is defined as a merchant who is ninety (90) days past due in remitting Invoiced revenue.
- **Revenue Adjustments:** Changes to a merchant invoice that reduce or increase the balance due and revenue recognized from an account. Examples of Revenue or Lease Adjustments are the reduction of revenue due to a billing error correction or P.O.S. Sale cancellation.
- **Rolling 13-Month Total Revenue Less COGS:** The sum of actual Total Revenue Less cost of goods sold (COGs) generated from all of a Participant's Contracts for merchants Signed twelve (12) months prior to a given month in the Plan Year through the same month in the Plan Year. For example, a Participant's May 2012 Rolling 13-Month Total Revenue Less COGS amount is the sum of actual Total Revenue Less COGs, if any, from accounts Signed by the Participant May 2011 through May 2012.
- **Specified RSA Bank:** As defined by Senior Management, the following RSA bank portfolios: 1) Huntington; 2) Suntrust; 3) Pacific Capital Bank; 4) West Coast Bank; 5) First Bank (FBMO); 6) Associated; 7) Sovereign (except 376 bank code merchant); 8) Ameris Bank; 9) Fairwinds; 10) State Bank of Long Island; 11) Suffolk County National Bank; 12) Susquehanna; 13) Mutual of Omaha Bank; and 14) Wilmington Trust. Specified RSA Banks are subject to the 15% Bank Card Recurring Revenue deduction as outlined above in Goal D.
- **TeleCheck Achieved Recurring Revenue:** From eligible Contracts Signed within the Plan Year, TeleCheck revenue from an Installed TeleCheck New Location Invoiced on a recurring basis and calculated as follows: 1) a merchant's check volume is multiplied by the contractual rate; plus 2) the contractual transaction fee(s) is multiplied by the number

of transactions; plus 3) minimums; plus 4) statement fees; and minus or plus 5) any TeleCheck Revenue Adjustments.

- **TeleCheck Merchant Relationship:** The combination of any/all locations, Parents, Top Parents, Bill-Tos, Super Biller (SB), National Biller (NB), Active Master, Non-Active Masters, and all branch records/accounts/locations.
- **TeleCheck New Location:** A TeleCheck merchant location that is created in the TeleCheck Universal Merchant Setup System (TUMSS) and TeleCheck Installed. TeleCheck New Locations include: 1) TeleCheck ECA Guarantee; 2) TeleCheck Paper Guarantee; 3) TeleCheck One Rate Guarantee or One Rate Non-Guarantee; 4) TeleCheck ICA (Internet Check Acceptance) Guarantee; and 5) TeleCheck CBF (Check By Phone) Guarantee Installations. TeleCheck New Locations specifically exclude: 1) TeleCheck ECA Non-Guarantee; 2) TeleCheck Paper Non-Guarantee; 3) TeleCheck ICA (Internet Check Acceptance) Non-Guarantee; and 4) TeleCheck CBF (Check By Phone) Non-Guarantee Installations, unless otherwise specified by Senior Management.
- **TeleCheck Revenue Adjustments:** Changes to a merchant invoice that reduce or increase the balance due and revenue recognized from an account. Examples of Revenue Adjustments are the reduction of revenue due to a billing error correction or P.O.S. Sale cancellation.
- **Tempus PaymentMate Referral:** A Participant's full completion of the Senior Management designated online referral form exclusively for the Tempus PaymentMate products/services.
- **Total Revenue:** The sum of the following Invoiced within the Plan Year: 1) Bank Card Recurring Revenue; 2) TeleCheck Achieved Recurring Revenue; 3) Non-Recurring Net Revenue; and 4) other ancillary product/service revenue as specified by Senior Management (e.g. MCA net revenue, etc.).
- **Upfront Fees:** Upfront merchant fees from eligible Contracts Signed within the Plan Year that include, but are not limited to, setup, application, and Installation activity.

Appendix B

Performance Expectations:

High level performance expectations and targets are not all inclusive – all expectations and targets should be reviewed with a Participant's manager. Targets are effective on January 1, 2012.

Participant's Expectations:

Participant's expectations are outlined on their Individual Goal sheet (also known as the One Rep Model). The Individual Goal sheet is distributed separate from this Plan and outlines a Participant's specific goals. Each month, Participants are also expected to maintain a Revenue-To-Expense Ratio Target of 1 to 1 on a rolling 12-month basis. For purposes of this Target expectation only, Revenue is generally defined as inclusive of all revenue generated from accounts Signed 12 months prior to a given month in the Plan Year through the same month in the Plan Year. For example, a Participant's February 2012 rolling 12-month revenue is based upon accounts Signed by a Participant March 2011 through February 2012. Expenses are generally defined as inclusive of salary, all commissions (including commissions paid on accounts secured prior to January 1, 2012), fringe and T&E for the same rolling 12-month period. The Target Ratio is calculated by dividing a Participant's Revenue by the Participant's Expenses for the same month. Senior Management has the sole discretion to modify or amend the Revenue and/or Expense definition, calculation and/or related expectations at any time. The following standards are applicable to a Participant's Revenue-To-Expense Ratio Target. For Participant's whose Expenses exceed \$250,000, Senior Management reserves the right to review the application of these Standards on a case-by-case basis and, in its sole discretion, determine if there are extenuating circumstances warranting an exception to the Standards.

Other expectations, as determined by Senior Management, may be applicable. Senior Management has the sole discretion to modify or amend a Participant's goals and related performance expectations at any time.

Standards*:

Rating	Percentage of Goal Achieved
Unsatisfactory	Less than 80%
Below Expectations	80% -99%
Meets Expectations	100% -109%
Exceeds Expectations	110% - 129%
Well Above Expectations	130% or Greater

Participants who fail to meet the above minimum Target at any time may be placed on corrective action, up to and including termination from employment and participation in this Plan.

* Participant's performance in areas not evaluated under this Plan will be separately evaluated in Participant's annual performance review. Ratings achieved under this Plan will be included in the Participant's annual performance review.

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ACKNOWLEDGMENT

I have received, read, understand, and agree to all the information contained in the Plan and any attachments referenced in the Plan. I further acknowledge that I have the sole responsibility to obtain copies of any documents referenced in the Plan, but of which I do not currently have a copy. I also have the sole responsibility to consult my manager or Human Resources Representative if I have any questions or concerns relating to this Plan.

I also understand and agree to the following:

- **Deductions from Compensation:** To the extent permitted by applicable law and by signing this form, I authorize the Company to deduct, from any compensation I would otherwise be eligible to receive, any outstanding debt I owe to the Company. Such debt can include, but is not limited to, overpayments, payroll errors, advances, personal expenses incurred on Company credit cards, moving expenses, and the costs of any equipment damaged while in my possession or assigned to me as well as the value of any equipment not returned to the Company upon Company's request or upon my last day of employment/participation in this Plan. If there are any incentives advanced to me, I expressly authorize the Company to deduct such advancements from future incentive payments, including those in a final paycheck, in accordance with the Plan provisions.
- **Nonsolicitation of Customers:** To protect the Company's interests in its customer relationships, its trade secrets, confidential and proprietary information that I have or will have access to (e.g. information pertaining to Company's customers and the representatives of those customers, their names and addresses, specific customer needs and requirements, and leads and references to prospective customers) I agree to the reasonable restrictions in this paragraph. Specifically, I agree that, for twelve (12) months after the cessation of my employment, I will not solicit or attempt to solicit any customer, prospective customer, or customer referral source of the Company for the purpose of providing any products and services similar to those that I sold or attempted to sell on behalf of the Company. This restriction shall apply only to any customer, prospective customer, or customer referral source of the Company with whom I had contact or about whom I learned trade secrets or confidential information, during the last twenty-four (24) months of my employment with a business unit of Company. For the purpose of this paragraph, "contact" means interaction between me and the customer, former customer, prospective customer, customer referral source which takes place to further the business relationship, or making sales to or performing services for the customer, former customer, prospective customer or customer referral source on behalf of the Company.
- **Nonsolicitation of Employees:** Again to protect the Company's interests and information as described above, during employment with the Company and for twelve (12) months after the cessation of employment with the Company, I will not recruit, or attempt to recruit or hire, directly or by assisting others, any other employee of the Company with whom I had contact or about whom I learned trade secrets or confidential information during my last twenty-four (24) months of employment with the Company. For the purposes of this paragraph "contact" means any business-related interaction between me and the other employee.
- **Nondisclosure:** I agree that for so long as the pertinent information or documentation remains a trade secret, I will not use, disclose, or disseminate to any other person, organization, or entity or otherwise employ any of the Company's trade secrets. I further agree that during my employment and after the cessation of my employment with a business unit of Company, I will not use, disclose, or disseminate to any other person, organization, or entity or otherwise employ any of the Company's confidential information. The obligations set forth herein shall not apply to any trade secrets or confidential information which shall have become generally known to competitors of the Company through no act or omission of me. In addition, the obligations set forth herein shall not apply to disclosures made pursuant to the Sarbanes-Oxley Act of 2002, 15 U.S.C. Section 7245. These nondisclosure obligations are not intended to prohibit me from discussing with others (excluding competitors) information about my wages, benefits or working conditions.

At Will Employment. Nothing in this Plan, either alone or in conjunction with any other documents, may be construed to create expressly or by implication an employment relationship for a specified duration. I or the Company may terminate my employment with or without cause or notice.

1-6-12 183925 Jessica Fountain
 Date Employee ID# Print Employee Name Employee Signature
 Jerald Kirkpatrick [Signature] [Signature]
 Print Manager Name Manager Signature Bank Card TelsCheck
 Account Executive Type (Check One)